

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

ORDINANCE ENTITLED: Gwinnett County Solid Waste Collection and Disposal Services Ordinance

READING AND ADOPTION: August 7, 2012

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Charlotte J. Nash, Chairman		
Shirley Lasseter, District 1		
Lynette Howard, District 2		
Mike Beaudreau, District 3		
John Heard, District 4		

On motion of _____, which carried _____, the following Ordinance is hereby adopted:

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GWINNETT COUNTY BY REPEALING APPENDIX C IN ITS ENTIRETY AND REPLACING IT WITH A NEW APPENDIX C, ENTITLED “GWINNETT COUNTY SOLID WASTE COLLECTION AND DISPOSAL SERVICES ORDINANCE.”

WHEREAS, Gwinnett County, Georgia (hereinafter “the County”) is a political subdivision organized and existing under the Constitution of the State of Georgia; and

WHEREAS, pursuant to Article IX, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the County is authorized to provide to its citizens and to enact laws relating to solid waste collection and disposal services in unincorporated Gwinnett County; and

WHEREAS, the Georgia Comprehensive Solid Waste Management Act of 1990 (hereinafter “the Act”), codified as O.C.G.A. § 12-8-20, et. seq. provides that it is declared to be the policy of the State of Georgia and the political subdivisions therein, in

furtherance of its responsibility to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, to institute and maintain a comprehensive state-wide program for solid waste management and to prevent and abate litter; and

WHEREAS, the Act provides that counties have the power to adopt and enforce additional regulations, not in conflict with the Act, imposing further conditions, restrictions, or limitations with respect to the handling and disposal of residential and commercial solid waste; and

WHEREAS, pursuant to the Act, the Gwinnett County Board of Commissioners enacted the Gwinnett County Solid Waste Collection and Disposal Services Ordinance (hereinafter "the Ordinance") in 1991, and said Ordinance was printed as an Appendix to the Gwinnett County Code of Ordinances; and

WHEREAS, the Act in O.C.G.A. § 12-8-31.1 requires the County to develop a plan and strategy for managing its solid waste collection, handling and disposal needs, and for reducing the solid waste deposited in landfills and other disposal facilities (hereinafter called the "Plan"); and

WHEREAS, subsequent the initial adoption of the Ordinance and the associated Plan, the County has further studied and updated the Plan and recommends that the Ordinance be amended to further benefit Gwinnett County citizens and businesses; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of Gwinnett County to adopt the recommended amendments to the Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF GWINNETT COUNTY, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME, that Appendix C of the Code of Ordinances of Gwinnett County, Georgia, is hereby repealed in its entirety and replaced by a new Appendix C, attached hereto and incorporated herein by this reference.

THIS ORDINANCE IS ADOPTED by the Board of Commissioners of Gwinnett County, Georgia this the 7th day of August, 2012.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: _____ (SEAL)
DIANE KEMP, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

CODE OF ORDINANCES OF GWINNETT COUNTY

APPENDIX C

I. SHORT TITLE.

This Ordinance shall be known and may be cited as the “Gwinnett County Solid Waste Collection and Disposal Services Ordinance” (hereinafter referred to as “Ordinance”).

II. PURPOSE AND AUTHORITY.

It is declared by this Board that it is in the public interest and in the interest of all the residents of this County that the accumulation, preparation, storage, collection, transportation, processing, recycling and disposal of municipal solid waste and recovered materials of all kinds, in the unincorporated areas of the County, be conducted in an environmentally and fiscally responsible manner.

The purpose of this Ordinance is to protect the health, safety, and general welfare of citizens of the County by implementing and administering the County's Solid Waste Management Plan (hereinafter referred to as the "Plan"), including Collection and Disposal of Residential Municipal Solid Waste, Commercial Solid Waste, Commercial Recovered Materials, and Construction or Demolition Waste in unincorporated Gwinnett County, Georgia. This Ordinance is adopted pursuant to Article 9, Section II, Paragraphs I(a) and III(a)(2) of the Georgia Constitution, the Georgia Comprehensive Solid Waste Management Act of 1990, codified as O.C.G.A. §12-8-20, et seq., O.C.G.A. § 12-8-77, and the 2008 Comprehensive Solid Waste Management Plan.

It is the further purpose of this Ordinance to maintain within the County an orderly program for the Collection, Processing, Recycling, transport, and Disposal of Residential Municipal Solid Waste and Recovered Materials of all kinds, in order to promote the community welfare, convenience, health, and safety.

III. FINDING AND SCOPE.

It is the finding of the Gwinnett County Board of Commissioners that all citizens and businesses within unincorporated Gwinnett County contribute to solid waste production and shall therefore be governed as herein described as a part of the overall Gwinnett County Solid Waste and Recovered Materials Management System.

This Ordinance shall apply to all lands and premises in unincorporated Gwinnett County, Georgia which are governed by the Gwinnett County Board of Commissioners.

Provisions of this Ordinance shall apply to all Persons engaged in Residential Solid Waste Collection and Disposal, Commercial Solid Waste Collection and Disposal, and C&D Waste Collection and Disposal.

IV. DEFINITIONS.

Unless specifically modified herein, terms relating to solid waste management, resource recovery and recycling shall have the meanings as defined by Georgia Department of Natural Resources Rule 391-3-4-.01 and the Georgia Comprehensive Solid Waste Management Act of 1990 codified as O.C.G.A. 12-8-22, which may be amended or changed from time to time with such amendment or changes being incorporated herein.

For the purposes of this Ordinance the following words and phrases shall have the following meanings:

1. Board shall mean the Gwinnett County Board of Commissioners.
2. Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected in Residential Municipal Solid Waste Storage Containers or Carts, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.
3. Collect or Collection shall mean to remove Residential Municipal Solid Waste, Residential Recovered Materials, Commercial Solid Waste, Commercial Recovered Materials, Construction or Demolition Waste or Construction or Demolition Waste Recovered Materials for transport to a Disposal Facility or Processing Facility, or cause such to be removed.
4. Collection Services shall mean the Collection from a Residential Service Unit or from a Commercial Establishment and any other locations which generate Residential Municipal Solid Waste, Residential Recovered Materials, Commercial Solid Waste, Commercial Recovered Materials, Construction or Demolition Waste, or Construction or Demolition Recovered Materials including related transportation, transfer, Processing and/or Disposal.
5. Commercial Establishment shall mean any hotel; motel; apartment dwelling; residential structure consisting of greater than four (4) units; business; public or semipublic building or premises of any nature or kind whatsoever other than a Residential Service Unit.
6. Commercial Container shall mean a dumpster or other industry acceptable waste receptacle supplied by a Commercial Service Provider intended to hold Commercial Solid Waste or Commercial Recovered Materials for Collection.
7. Commercial Establishment Owner shall mean any person, firm, corporation or other legally authorized entity owning, leasing, renting, occupying, or managing any commercial premise in unincorporated Gwinnett County.

8. Commercial Recovered Materials shall mean Recovered Materials generated at a Commercial Establishment.
9. Commercial Recovered Material Collection shall mean the performance of all requirements of the Ordinance and other applicable laws related to the Collection of Commercial Recovered materials, as well as incidental administrative tasks related to the performance of those requirements.
10. Commercial Service Provider shall mean a Person granted authorization by the County to engage in Commercial Solid Waste Collection and Disposal within unincorporated Gwinnett County who, under written agreement for compensation by those receiving services, does the work of collecting, transporting, disposing, and/or processing of Commercial Solid Waste.
11. Commercial Solid Waste shall mean all types of solid waste generated by Commercial Establishments, such as stores offices, restaurants, warehouses, and other nonmanufacturing entities excluding Residential Municipal Solid Waste, Construction or Demolition Waste, Hazardous Waste, and Industrial Solid Waste.
12. Commercial Solid Waste Collection and Disposal shall mean the performance of all requirements of the Ordinance and other applicable laws related to Commercial Solid Waste and Commercial Recovered Materials, as well as incidental administrative tasks related to the performance of those requirements.
13. Construction or Demolition (C&D) Waste shall mean waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to, waste containing asbestos, wood, bricks, metal, concrete, wallboard, paper, cardboard, carpeting, inert waste landfill materials approved for disposal, and other non-putrescible wastes associated with construction and demolition activities which have a low potential for groundwater contamination.
14. Construction or Demolition (C&D) Waste Recovered Materials shall mean Recovered Materials resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.
15. Construction or Demolition (C&D) Waste Service Provider shall mean a Person granted authorization by the County who, under written agreement for compensation by those receiving services, does the work of collecting, transporting, processing and/or disposing of C&D Waste within unincorporated Gwinnett County.

16. Construction or Demolition (C&D) Waste Collection and Disposal shall mean the performance of all requirements of the Ordinance and other applicable laws related to C&D Waste and C&D Recovered Materials, as well as incidental administrative tasks related to the performance of those requirements.
17. County shall mean Gwinnett County, Georgia.
18. Curbside Collection refers to the collection of Residential Municipal Solid Waste and Residential Recovered Materials from the Designated Residential Collection Location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.
19. Designated Residential Collection Location shall mean the location where the Residential Municipal Solid Waste Storage Container or Cart, Residential Recovered Materials Storage Container, and/or any Yard Trimmings, Bulky Waste, or White Goods are placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Residential Service Provider, that will provide safe and efficient accessibility to the Residential Service Provider's collection crew and vehicle.
20. Disposal shall mean dumping or depositing solid waste into or onto a Disposal Facility.
21. Disposal Facility shall mean any facility or location where the final deposition of solid waste occurs and includes but is not limited to landfilling and solid waste thermal treatment technology facilities.
22. Duplex shall mean a building designed exclusively for residential occupancy by two (2) families.
23. Elective Service shall mean a collection services offered by a Residential Service Provider, Commercial Service Provider, or C&D Waste Service Provider for an additional charge which is arranged between the service provider and a Residential Service Unit Owner, Commercial Establishment Owner, or other responsible party and billed by the service provider.
24. Hazardous Waste shall mean any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.
25. Industrial Solid Waste shall mean solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated by the Georgia Hazardous Waste Management Act. Such waste includes, but is

not limited to, waste resulting from the following manufacturing processes: Electrical power generation; fertilizer and agricultural chemicals; food and related products and by-products; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

26. Mobile Home shall mean a mobile or manufactured home, receiving residential-type waste collection.
27. Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one family, except for Duplex, Triplex, and Quadraplex units.
28. Non-Curbside Collection shall mean Collection of Residential Municipal Solid Waste, Residential Recovered Materials, Bulky Waste, White Goods, and/or Yard Trimmings outside the Designated Residential Collection Location.
29. Overage shall mean the placement of Residential Municipal Solid Waste in the Residential Municipal Solid Waste Storage Container or Cart such that materials extend beyond the container rim and the lid fails to fully close.
30. Person shall mean the State of Georgia or any other state agency or institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. The term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments, and agencies of the federal government.
31. Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee, as amended prior to or subsequent to the effective date of this Ordinance.
32. Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of Recovered Materials for Recycling.

33. Processing Facility shall mean a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or Disposal or separation and preparation of Recovered Materials or Yard Trimmings to produce a marketable commodity.
34. Quadraplex shall mean a building designed exclusively for residential occupancy by four (4) families.
35. Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.
36. Recovered Materials Processing Facility means a facility engaged solely in the storage, processing, and resale or reuse of Recovered Materials. Such term shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.
37. Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed Residential Municipal Solid Waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources. Recycling includes the composting process if the compost material is put to beneficial use.
38. Residential Municipal Solid Waste shall mean solid waste generated at a Residential Service Unit, and shall include White Goods, Bulky Waste, and Recovered Materials.
39. Residential Municipal Solid Waste Collection Services shall mean the Collection, Processing and Disposal of Residential Municipal Solid Waste by a Residential Service Provider, in accordance with this Ordinance.
40. Residential Municipal Solid Waste Storage Container or Cart shall mean a leak-proof container with attached lid and wheels that will allow the manual, automated or semi-automated Collection of Residential Municipal Solid Waste, meeting the specifications established by the County.
41. Residential Recovered Materials shall mean Recovered Materials generated at a Residential Service Unit.
42. Residential Recovered Materials Collection Service shall mean the Collection and Processing of Residential Recovered Materials in a single steam.

43. Residential Recovered Materials Storage Container shall mean a container that will allow collection of Residential Recovered Materials meeting specifications established by the County.
44. Residential Service Area shall mean one of up to five service zones established by the County for Residential Solid Waste Collection and Disposal.
45. Residential Service Fee shall mean the fee assessed on each Residential Service Unit for Collection, transportation, Processing and/or Disposal of Residential Municipal Solid Waste, Residential Recovered Materials, Bulky Waste, and/or White Goods and for the administration of the County's solid waste program.
46. Residential Service Provider shall mean a Person who has received a service agreement from the County to perform the physical process of collecting, transporting, processing and disposing of the Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Waste and/or Yard Trimmings within unincorporated Gwinnett County.
47. Residential Service Unit shall mean each unit or units within the following categories: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit attached Multi-Family dwellings; and Mobile Homes.
48. Residential Service Unit Owner shall mean any person, firm, corporation or other entity owning a residential premise in unincorporated Gwinnett County.
49. Residential Solid Waste Collection and Disposal shall mean the performance of all requirements within the Ordinance and applicable laws related to Residential Municipal Solid Waste, Residential Recovered Materials, Yard Trimmings, Bulky Waste, and White Goods, as well as incidental administrative tasks related to the performance of those requirements.
50. Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one (1) family.
51. Special Needs Resident shall mean a Residential Service Unit Owner who, as a result of a physical or mental challenge, is unable to place his or her Residential Municipal Solid Waste Storage Container or Cart, Residential Recovered Materials Storage Container, White Goods, Bulky Waste and/or Yard Trimmings at the Designated Residential Collection Location for Collection by the Residential Service Provider, such that he or she satisfies this Ordinance.

52. Transfer Station means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a Disposal Facility or Processing Facility.
53. Treated Wood shall mean wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.
54. Triplex shall mean a building designed exclusively for residential occupancy by three (3) families.
55. Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, tires, paints, paint solvents, Treated Wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten (10) pounds, firearms, and any and all waste of which the acceptance and handling by a Residential Services Provider or Commercial Service Provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider's equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider's employees.
56. White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators and freezers, which have had the doors removed.
57. Yard Trimmings shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. As used herein, the term does not include stumps, roots, shrubs with intact root balls, and specifically excludes all Treated Wood.
58. Yard Trimmings Collection Service shall mean the Yard Trimmings subscription service as provided by the service agreement. The Yard Trimmings Collection Service shall be done on a weekly basis, under a separate and elective arrangement with a Residential Service Unit. The Residential Service Provider may charge the Residential Service Unit on a semi-annual basis for Yard Trimmings collection, and may collect up to three cubic yards per collection of Yard Trimmings which any such individual Yard Trimmings included therewith shall not exceed four (4) inches in diameter or more than three feet in length, placed in sturdy paper bags suitable for containing Yard Trimmings, excluding Residential Municipal Solid Waste Storage Containers or Carts, Residential Recovered Materials Storage

Containers, and plastic bags; or, if greater than four (4) inches in diameter and not placed in a suitable container Yard Trimmings that are tied in a bundle not weighing more than fifty (50) pounds. The Residential Service Unit shall contact the Residential Service Provider directly to request Yard Trimmings Collection Service and shall timely place such Yard Trimmings at the Designated Collection Location for Collection by the Residential Service Provider.

V. GENERAL PROVISIONS.

A. Residential Municipal Solid Waste.

i. Residential Service Areas Established

The County has established five (5) Residential Service Areas and maintains service agreements with one or more Residential Service Providers to provide Residential Solid Waste Collection and Disposal in each area.

ii. Collection Services provided by Residential Service Provider

1. All Residential Municipal Solid Waste, including Bulky Waste, White Goods, and Residential Recovered Materials shall be collected by a Residential Service Provider within the Residential Service Area(s) for which the Residential Service Provider has been issued a service agreement by the County.
2. Only one (1) Residential Service Provider may provide Residential Solid Waste Collection and Disposal services in each Residential Service Area.
3. Residential Service Providers shall provide weekly Curbside Collection services in accordance with the terms of the service agreement issued by the County to the Residential Service Provider.

iii. Curbside Collection Services

I. Participation

- a. Residential Municipal Solid Waste shall be collected and disposed of by the Residential Service Provider that has been issued a service agreement by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located.
- b. Each Residential Service Unit Owner shall be provided, at the owner's request, Collection and Processing of Residential Recovered Materials by the Residential Service Provider that has been issued a service agreement by the County for the

Residential Service Area in which the Residential Service Unit Owner's unit is located.

- c. Each Residential Service Unit Owner may request Collection of Yard Trimmings directly from the Residential Service Provider that has been issued a service agreement by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located.

2. Curbside Collection Services shall include:

a. Collection of Residential Municipal Solid Waste

1. Residential Municipal Solid Waste shall be collected by the Residential Service Provider in accordance with the service agreement issued by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located.
2. Residential Municipal Solid Waste shall be placed at the Designated Residential Collection Location in a ninety-five (95) gallon or sixty-five (65) gallon Residential Municipal Solid Waste Storage Container or Cart provided by the Residential Service Provider.
3. Overage is not permitted.

b. Collection of Bulky Waste and White Goods

1. Bulky Waste and White Goods shall be collected by the Residential Service Provider in accordance with the service agreement issued by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located.
2. It shall be the responsibility of the Residential Service Unit Owner to ensure that prior to Collection and Disposal, White Goods are empty of all foods and

liquids, and that any CFC's and PCB's have been evacuated and captured by a certified technician in accordance with law, and the doors have been removed from freezers and refrigerators. The Residential Service Provider shall not be required to collect White Goods that do not meet these standards.

c. Collection of Residential Recovered Materials

1. Residential Recovered Materials shall be collected by the Residential Service Provider in accordance with the service agreement issued by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located.
2. Each Residential Service Unit Owner may contact the Residential Service Provider or the County to request Residential Recovered Materials Collection Service, and shall be required to place such Residential Recovered Materials in the Residential Recovered Materials Storage Container at the Designated Residential Collection Location for collection by the authorized Residential Service Provider in a timely manner.
3. Residential Recovered Materials to be collected shall include the Residential Recovered Materials listed in Appendix I to this Ordinance.

iv. Elective Services

1. A Residential Service Unit Owner may contract with the designated Residential Service Provider that has been issued a service agreement by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located for additional services for an additional fee to be billed by the Residential Service Provider directly to the Residential Service Unit Owner.

2. The Residential Service Provider shall have the right, upon notice to the Residential Service Unit Owner, and simultaneous notice to the County, to terminate or suspend all Elective Services then being provided to a Residential Service Unit Owner by the Residential Service Provider, in the event of non-payment of fees due and owing directly to the Residential Service Provider by the Residential Service Unit Owner.

v. Yard Trimmings Collection Service

1. Yard Trimmings may be composted by a Residential Service Unit Owner on the owner's property in accordance with the laws and regulations of the State of Georgia and Gwinnett County.
2. If a Residential Service Unit Owner contracts for the Yard Trimmings Collection Service by a Residential Service Provider, Yard Trimmings shall be segregated from the Residential Municipal Solid Waste prior to their collection.
3. This Ordinance shall not prohibit a Residential Service Unit Owner from disposing of Yard Trimmings through a third party that generated the Yard Trimmings as a result of its activities or services at the location of the Residential Service Unit.
4. A Residential Service Unit Owner may enter into a contract with the Residential Service Provider that has been issued a service agreement by the County for the Residential Service Area in which the Residential Service Unit Owner's unit is located for the Yard Trimmings Collection Service.
5. To request Yard Trimmings Collection Service, the Residential Service Unit Owner must contact the designated Residential Service Provider directly.
6. The Residential Service Provider is authorized to charge, bill, and collect from the Residential Service Unit Owner a fee for the collection, processing and/or disposal of Yard Trimmings.
7. The Yard Trimmings Collection Service shall be offered at a rate not to exceed ten (10) dollars per month.

8. The following provisions shall apply to the placement and Collection of Yard Trimmings:
 - a. Yard Trimmings shall be segregated from Residential Municipal Solid Waste.
 - b. Yard Trimmings shall be placed within the Designated Residential Collection Location.
 - c. A Residential Service Unit Owner shall not place, or cause, or allow to be placed, Yard Trimmings within the Designated Residential Collection Location for more than seven (7) days.
 - d. Yard Trimmings shall be placed in sturdy paper bags suitable for containing Yard Trimmings or in a container labeled for Yard Trimmings, excluding Residential Municipal Solid Waste Storage Containers or Carts, Residential Recovered Materials Storage Containers, and plastic bags; or shall be tied in a bundles weighing not more than fifty (50) pounds each.
 - e. Yard Trimmings are not to exceed four (4) inches in diameter and three (3) feet in length and bundles are not to exceed fifty (50) pounds.

vi. Placement of Containers and Collection Hours

1. Each Residential Service Unit shall place the Residential Municipal Solid Waste Storage Container, Bulky Waste, White Goods, and/or Residential Recovered Materials Storage Container at the Designated Residential Collection Location, for collection by the authorized Residential Service Provider, no earlier than 3:30 p.m. on the day prior to the day scheduled for Collection.
2. Except as otherwise allowed by the County, all Collection of Residential Solid Waste by each designated Residential Service Provider shall be performed between the hours of 7:00 a.m. and 6:30 p.m. Monday through Friday, or Monday through Saturday during a week which contains a holiday.
3. Each Residential Service Unit shall remove, or cause to be removed, the Residential Municipal Solid Waste Storage Container or Cart, and the Residential Recovered

Materials Storage Container, if applicable, no later than the next day following the scheduled collection day.

4. Residential Service Providers shall not be required to perform Collection Services or maintain office hours on designated County holidays.
5. At the point in time when the Residential Service Unit Owner places, allows, or causes to be placed, Residential Municipal Solid Waste or Residential Recovered Materials at the Designated Residential Collection Location, ownership of the Residential Municipal Solid Waste and Residential Recovered Materials transfers from the Residential Service Unit Owner to the Residential Service Provider, except that ownership of Unacceptable Wastes shall not transfer to the Residential Service Provider.

vii. Residential Service Fee

1. The Board of County Commissioners shall establish the Residential Service Fee schedule, which may include any adjustments and discounts that it may deem appropriate, through passage of a rate resolution.
2. Each Residential Service Unit Owner is required to pay an annual Residential Service Fee to the County for each twelve (12) month service period, or portion thereof, to include in part an amount for administration of this Ordinance by the County and an amount for Residential Solid Waste Collection and Disposal services and the related Gwinnett County Solid Waste and Recovered Materials programs.
3. Residential Service Unit Owners are required to request Residential Solid Waste Collection and Disposal service and to remit to the County the applicable Residential Service Fee prior to the County's issuance of a Certificate of Occupancy and initial occupancy of the Residential Service Unit. New Residential Service Unit Owners shall initiate Residential Solid Waste Collection and Disposal services by providing notice to the County or the designated Residential Service Provider that the Residential Service Unit has become occupied. The annual Residential Service Fee will be applied on a pro-rated basis to account for partial year ownership.

4. The Residential Service Fee shall be subject to periodic adjustment, as determined by the County and as provided in the service agreement issued by the County to the Residential Service Provider for the Residential Service Area in which the Residential Service Unit Owner's unit is located. Such adjustments shall be made in accordance with the service agreement issued to the Residential Service Provider and shall not require Board action.
5. The Residential Service Fee may be collected by the County through the ad valorem tax statement for each Residential Service Unit in unincorporated Gwinnett County; or, may be billed and collected through an alternative billing and collection process.

B. Residential Service Provider Service Agreements.

i. Designated Residential Service Providers.

1. All Residential Municipal Solid Waste Collection and Disposal services shall be provided by the Residential Service Provider selected by, and having a service agreement with, the County to provide those services within said Residential Service Area.
2. It shall be a violation of this Ordinance for any service provider except the County's designated Residential Service Provider to provide Residential Municipal Solid Waste Collection and Disposal services to any Residential Service Unit in any unincorporated area in Gwinnett County.

ii. Residential Service Areas. The unincorporated areas in the County shall be subdivided into no more than five (5) Residential Service Areas. The boundaries of each Residential Service Area shall be described by streets, roads, highways or right-of-ways, and the Residential Service Areas will collectively include all of unincorporated Gwinnett County. A map of the Residential Service Areas showing the boundaries of each shall be available from the County.

iii. Residential Service Agreements. The County shall enter into a service agreement for Residential Municipal Solid Waste Collection and Disposal services in order to have one (1) Residential Service Provider providing such service in each Residential Service Area as designated by the County. These

agreements are generally referred to herein as “service agreements” or “residential service agreements.”

- iv. Default by Residential Service Provider. In the event a default is committed by the designated Residential Service Provider for a particular Residential Service Area under the terms of the service agreement which results in termination of the service agreement by the County, the Residential Service Units within the Residential Service Area served by the defaulting Residential Service Provider will be apportioned among the remaining authorized Residential Service Providers in a manner determined by agreement between the County and those remaining authorized Residential Service Providers. The boundaries of the Residential Service Areas following apportionment of the Residential Service Units in a Residential Service Area forfeited by a defaulting Service Provider shall be specifically described by street, road, highway or right-of-way and a map of the Residential Service Areas resulting from such apportionment shall be created by and be available from the County. The County and the remaining authorized Service Providers shall make commercially reasonable efforts to complete such apportionment by the date the termination of the service agreement of the defaulting Residential Service Provider becomes effective, so that the affected Residential Service Units previously served by the defaulting Residential Service Provider do not experience a disruption in service.

- v. Minimum Requirements.
 1. All Residential Service Providers designated by the County to provide Residential Municipal Solid Waste Collection and Disposal services shall meet the minimum requirements for Residential Service Providers in this Ordinance.

 2. All Residential Municipal Solid Waste and Residential Recovered Materials shall be delivered by the designated Residential Service Provider to an authorized waste Disposal Facility, Processing Facility, recycling facility, Transfer Station, or other State authorized handling facility, as determined by the Residential Service Provider. All Residential Service Fees paid by the County to the designated Residential Service Provider shall include the costs of solid waste transportation and disposal and the transportation and processing of Residential Recovered Materials.

- vi. Residential Service Provider Performance. The County shall monitor the performance of the designated Residential Service Provider for each Residential Service Area for compliance with all provisions of the respective service agreement and for compliance with the provisions of this Ordinance for Residential Municipal Solid Waste Collection and Disposal services and other waste collection and disposal or processing services regulated by this Ordinance. The County shall be authorized to deduct from the payments due or to become due to an authorized Residential Service Provider liquidated damages in amounts determined in the service agreement caused by failure of the authorized Residential Service Provider to comply with the duties specified in the service agreement.

- vii. Appeal Process. Within twenty (20) business days of the assessment of any liquidated damages by the County, the Residential Service Provider may submit a written appeal to the Chairman of the Licensing and Revenue Board of Appeals established pursuant to the County's Alcoholic beverage ordinance setting forth the Residential Service Provider's arguments for why such damages are unjustifiable. Within five (5) business days of the submittal of the appeal, the Chairman of the licensing and revenue board of appeals shall notify the Residential Service Provider in writing of any action taken with respect to the Residential Service Provider's claim. This action may include, if deemed appropriate by the Chairman, a date, time, and location for a hearing before the Licensing and Revenue Board of Appeals to hear the appeal.
 - 1. A hearing shall be conducted on each appeal within thirty (30) days of the date of filing with the Chairman of the Licensing and Revenue Board of Appeals unless a continuance of such date is agreed to by the appellant and the Chairman. The appellant shall have the burden of proof on any such appeal.
 - 2. The Licensing and Revenue Board of Appeals shall have the authority to reverse or uphold all or part of the assessment of liquidated damages made by the County on the Residential Service Provider.
 - 3. The findings of the Licensing and Revenue Board of Appeals shall be forwarded to the appellant and to the Solid Waste and Recovered Materials Division Director within fifteen (15) days after the conclusion of the hearing.

4. The findings of the Licensing and Revenue Board of Appeals shall not be set aside unless found to be:
 - a. Contrary to law, or
 - b. Unsupported by substantial evidence on the records.

- viii. Residential Service Provider Selection. In carrying out the purposes of this Ordinance, and subject to the provisions and requirements of this Ordinance, service agreements for Residential Municipal Solid Waste Collection and Disposal services, including Elective Services, shall be awarded for each Residential Service Area to a qualified Residential Service Provider selected by the County, and such service agreements shall be exempt from the purchasing requirements of Article VII, Sections 2-230, et. seq. of the Gwinnett County Code of Ordinances.

- ix. Residential Service Areas. The Residential Service Provider shall provide Residential Municipal Solid Waste Collection and Disposal services, Residential Recovered Materials Collection Service, and other waste collection and disposal services as may be elected by the Residential Service Unit Owner within the Residential Service Area for which the Residential Service Provider has received a service agreement from the County. Each Residential Service Provider shall be required to provide Residential Municipal Solid Waste Collection and Disposal services and Residential Recovered Material Collection Services according to the terms of the respective service agreement.

- x. Term of Service Agreements. Subject to termination by the County pursuant to the terms of a service agreement, the County may enter into a service agreement for a term of up to ten (10) years, coinciding with the minimum ten (10) year period of time in which the County is required to provide for the assurance of adequate solid waste collection and handling capability and disposal capacity within unincorporated Gwinnett County pursuant to O.C.G.A. § 12-8-31.1(b).

- xi. Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreements, each Residential Service Provider shall submit to the County reports of operation showing the following information:

1. Tonnage figures showing total solid waste tonnage collected by service type;
2. Tonnage figures showing Residential Recovered Materials collected, and proof of recycling in the form of manifest, bills of sale, or other records showing adequate proof of movement of the material to a recognized, and appropriately permitted recycled facility;
3. If requested by the County, each Residential Service Provider shall provide proof of disposal of Residential Municipal Solid Waste at state-approved disposal facilities and the name of each such facility. The Residential Service Provider shall maintain at its place of business books and records showing the names and addresses of all Residential Service Unit Owners to whom Residential Municipal Solid Waste Collection and Disposal services and Residential Recovered Materials Collection Services have been provided. The Residential Service Provider shall submit upon reasonable request of the County to a financial audit by a certified public accountant or auditor employed by Gwinnett County. Financial information of the Residential Service Provider shall be treated as confidential by the County. The County may request other information from each Residential Service Provider if necessary to comply with State solid waste reporting requirements, internal measures, data needed to update or formulate an updated Plan, or for other purposes.

xii. Non-Curbside Collection for Special Needs Residents.

- I. Any Special Needs Resident shall be provided Non-Curbside Collection of Residential Municipal Solid Waste, Residential Recovered Materials, Bulky Waste, White Goods, and/or Yard Trimmings provided that the Special Needs Resident;
 - a. Obtains a physician's certificate certifying such special need; and
 - b. Provides the physician's certificate to the Residential Service Provider with a copy to the County.

2. Non-Curbside Collection is available only if all adult persons residing in the Residential Service Unit meet the requirements identified in Section I, above.
3. This section also applies to temporary special needs not to exceed ninety (90) days.
4. Residential Service Providers may establish reasonable rules for the Non-Curbside Collection of Residential Municipal Solid Waste, Residential Recovered Materials, Bulky Waste, White Goods, and/or Yard Trimmings from Special Needs Residents who qualify under this Ordinance for such service.

C. Commercial Solid Waste

- i. Commercial Solid Waste Management. All Commercial Establishments shall dispose of Commercial Solid Waste with a Commercial Service Provider pursuant to a private contract between the Commercial Establishment Owner and the Commercial Service Provider, except however that a Commercial Establishment Owner may collect, transport, and dispose of the solid waste generated at its Commercial Establishment, provided the Commercial Establishment Owner is authorized as a Commercial Service Provider pursuant to this Ordinance.
- ii. Commercial Recovered Materials and Recycling Services. All Commercial Service Providers shall offer recovered material recycling services to their customers.
- iii. Commercial Yard Trimmings.
 1. A Commercial Establishment Owner may contract privately with a Commercial Service Provider to collect, process and dispose of Yard Trimmings generated by the Commercial Establishment.
 2. All Yard Trimmings generated by Commercial Establishments shall be segregated from Commercial Solid Waste and Commercial Recovered Materials.
 3. Yard Trimmings generated by a Commercial Establishment may be collected in bulk in accordance with the requirements of the Commercial Service Provider; provided however, that Yard Trimmings may not be collected in plastic bags.

4. This Ordinance shall not prohibit a Commercial Establishment Owner from the collection, processing and disposing of Yard Trimmings through a third party that generated the Yard Trimmings as a result of the third party's activities at the Commercial Establishment.

D. Construction or Demolition (C&D) Waste.

- i. Segregation of C&D Waste. C&D Waste shall be segregated from Residential Municipal Solid Waste and Commercial Solid Waste.
- ii. C&D Waste and Residential Service Providers. A Residential Service Provider may collect, process and dispose of C&D Waste provided that the Residential Service Provider is authorized as a C&D Waste Service Provider pursuant to this Ordinance.
- iii. C&D Waste and Commercial Service Providers. A Commercial Service Provider may collect, process and dispose of C&D Waste provided that the Commercial Service Provider is authorized as a C&D Waste Service Provider pursuant to this Ordinance.
- iv. Recovered Materials and Recycling Services. All C&D Waste Service Providers shall offer C&D Waste Recovered Material and recycling services to their customers.
- v. Collection and Disposal of C&D Waste Generated by Third Party.
 - I. C&D Waste generated at a Residential Service Unit or Commercial Establishment shall be collected and disposed of:
 - a. By a C&D Waste Service Provider pursuant to a private contract between the C&D Waste Service Provider and the Residential Service Unit Owner or Commercial Establishment Owner and in accordance with the laws and regulations of the State of Georgia; or
 - b. By a third party (e.g. contractor performing construction, renovation, or demolition services) pursuant to a private contract between the third party and the Residential Service Unit Owner or Commercial Establishment Owner either:

- (i). in accordance with the third party's authorization to operate as a C&D Waste Service Provider pursuant to the terms of this Ordinance; or
- (ii). in accordance with a private contract between the third party and a C&D Waste Service Provider; and
- (iii). in accordance with the laws and regulations of the State of Georgia.

VI. SOLID WASTE SURCHARGE

A surcharge fee of \$1.00 per ton of Residential Municipal Solid Waste or Commercial Solid Waste received, collected, handled or disposed of at any private municipal solid waste Disposal Facility located within unincorporated Gwinnett County is hereby imposed upon the operator(s) of said facilities in accordance with O.C.G.A. § 12-8-39(d) and shall be paid to the County on or before December 31 of each year.

VII. MINIMUM REQUIREMENTS FOR SERVICE PROVIDERS.

- A. All Residential Service Providers, Commercial Service Providers, and C&D Waste Service Providers and their subcontractors shall, at all times:
 - i. Satisfy all requirements and qualifications imposed by the County and this Ordinance.
 - ii. Provide a notarized statement certifying that all drivers have a current commercial driver's license (CDL) and all trucks are registered with the Georgia Department of Transportation.
 - iii. At a minimum, apply risk management practices acceptable in the applicable service providers' industry.
 - iv. Have a current solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. § 12-8-24.
 - v. Each Residential Service Provider shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit to be approved by the County conditioned upon the true and faithful performance of the service agreement in an amount satisfactory to the County. Upon the Residential Service Provider's successful completion of the service agreement to the satisfaction of the County, the County will release the Performance Bond. In the event of an uncured default by the Residential Service Provider, the County may procure services from other sources and shall hold the Residential Service Provider responsible for any costs to the County to procure the services of a new Residential Service Provider and for the costs to the County for providing the services in the interim period between the default and the procurement of a new Residential Service Provider. The County shall draw on the Residential Service Provider's Performance Bond or Letter of Credit as necessary for such new Residential Service Provider and services.
 - vi. Offer Recovered Materials and recycling services to their customers.
 - vii. Maintain during the term of any service agreement with the County to provide Residential Municipal Solid Waste Collection Services, Commercial Solid Waste Collection and Disposal, or C&D Waste Collection Disposal services (each such person or entity providing such services shall be referred to below as "Service Provider"), at its own expense, appropriate and adequate insurance policies generally as follows:

- I. Statutory workers' compensation insurance
 - a. Employer's liability for bodily injury by accident: \$500,000 each accident
 - b. Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee
2. Commercial general liability insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage;
 - b. \$1,000,000 limit of liability per occurrence for personal injury;
 - c. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
 - d. Additional insured endorsement which includes ongoing operations and completed operations.
3. Auto liability insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage;
 - b. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles; and
 - c. Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
 - d. If the auto policy does not include the endorsement form specified in c. of this section, a separate Service Providers Pollution Liability Policy endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000 must be provided.
4. Excess liability insurance – Minimum \$5,000,000 limit of liability
 - a. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;

- b. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
 - c. The excess liability policy must have concurrent effective dates with the primary coverage parts.
- 5. The Gwinnett County Board of Commissioners shall be shown as an additional insured on general liability, auto liability, and excess liability policies.
 - 6. The cancellation provision must provide ninety (90) days' notice of cancellation.
 - 7. The certificate holders and additional insured must be added as specified above, and must read as follows:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935

- 8. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the County. European markets including those based in London and domestic surplus line markets that operate on a non-admitted basis are exempt from the requirement provided that the Service Provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- 9. The Georgia Department of Insurance must license the insurance company to do business, unless an exception is authorized by the County.
- 10. Certificates of insurance, and any subsequent renewals, must reference municipal solid waste collection and disposal services.
- 11. The Service Provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
- 12. The Service Provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such

requirements. Service Provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Service Provider at Service Provider's expense.

13. No Service Provider or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
14. Compliance by the Service Provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Service Provider and all subcontractors of their liability provisions of the Contract.
15. Service Provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
16. Service Provider shall at a minimum apply risk management practices accepted by the Service Provider's industry.
17. The Service Provider shall agree to waive all rights of subrogation against the County, the Gwinnett County Board of Commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the Service Provider.

VIII. RESIDENTIAL SOLID WASTE AND RECOVERED MATERIALS COLLECTION AND DISPOSAL SERVICES.

- A. Service Agreements to provide Residential Municipal Solid Waste and Recovered Materials Collection Services.
 - i. Any Person authorized by the County to provide Residential Municipal Solid Waste Collection and Disposal services and Residential Recovered Materials Collection Service in unincorporated Gwinnett County shall meet the requirements and qualifications established by the County and contained in this Ordinance.
 - ii. In order to provide Residential Municipal Solid Waste Collection and Disposal service in unincorporated Gwinnett County, a Person shall be a Residential Service Provider under a service agreement with the County. The provider shall not be authorized to provide service unless it consents to and executes the service agreement.
- B. Terms of service agreements to provide Residential Solid Waste Collection and Disposal service and Recovered Materials Collection Services.
 - i. The County shall have the right in its discretion to incorporate terms and conditions in its service agreements with Residential Service Provider as it deems appropriate to effect implementation of this Ordinance.
 - ii. The County is authorized to assign any service agreement with a Residential Service Provider to an authority created by the County to administer Residential Municipal Solid Waste Collection and Disposal service and Residential Recovered Materials Collection Service.

IX. COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND COMMERCIAL RECOVERED MATERIAL COLLECTION SERVICES.

- A. Authorization to provide Commercial Solid Waste Collection and Disposal and/or Commercial Recovered Material Collection service. A Person shall be a Commercial Service Provider upon the County's approval of the Person's application for authorization to provide Commercial Solid Waste Collection and Disposal service and/or Commercial Recovered Material Collection service in unincorporated Gwinnett County.
- i. An application for authorization shall be submitted to the County in a form prescribed by the County.
 - ii. The County shall approve any application demonstrating compliance with the requirements of this Ordinance.
 - iii. Authorization to provide Commercial Solid Waste Collection and Disposal service and/or Recovered Materials Collection services shall be granted for a period of one calendar year and may be renewed through re-application for authorization.
 - iv. Nothing in this Ordinance shall limit the number of authorized Commercial Service Providers within unincorporated Gwinnett County.
 - v. Authorization to provide Commercial Solid Waste Collection and Disposal service and Commercial Recovered Material Collection service constitutes the right to collect Commercial Solid Waste and Commercial Recovered Materials within unincorporated Gwinnett County. Multiple companies may be so authorized provided the requirements of this Ordinance are met.
 - vi. Authorization to provide Commercial Solid Waste Collection and Disposal services and Recovered Materials Collection service in unincorporated Gwinnett County is nontransferable.
 - vii. Upon authorization, the Commercial Service Provider shall maintain at its place of business books and records showing the Commercial Establishment Owner, business name and address of each Commercial Establishment that the Commercial Service Provider has contracted with for Commercial Solid Waste Collection and Disposal services and/or Commercial Recovered Materials Collection services, including the street address for each property served. The Commercial Service Provider shall, upon

request by the County, make such books and records available for inspection and/or submit to a financial audit by a certified public accountant or auditor employed by the County.

- B. Commercial Solid Waste Services Regulatory Fee and Reporting Requirements.
 - i. Regulatory Fee.
 - 1. A regulatory fee in an amount to be determined by the County shall be charged to the Commercial Service Provider per quarter by the County for Commercial Solid Waste Collection and Disposal service and Commercial Recovered Materials Collection services provided.
 - 2. The regulatory fee shall be due and payable to the County pursuant to the County's quarterly invoicing of the Commercial Service Provider following its receipt of the reports described in this Ordinance.
 - 3. The regulatory fee may not be identified as a separate charge on the Commercial Service Provider's invoice to the Commercial Establishment provided service.
 - ii. Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, each Commercial Service Provider authorized to provide Commercial Solid Waste Collection and Disposal services and/or Commercial Recovered Materials Collection service in unincorporated Gwinnett County shall submit to the County reports of Commercial Solid Waste Collection and Disposal services and Commercial Recovered Materials Collection services showing the following:
 - 1. Gross collection, processing and disposal revenues and number of customers served during quarter by service type;
 - 2. Tonnage figures showing total waste tonnage collected by service type;
 - 3. Tonnage figures showing total Recovered Materials collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility;

4. Proof of disposal of non-recovered materials at state approved disposal facilities and the name of each such facility; and
5. Such other information as required by the County in the County's discretion.

X. CONSTRUCTION OR DEMOLITION (C&D) WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES.

- A. Authorization to provide C&D Waste Collection, Processing and Disposal Service.
 - i. A Person shall be a C&D Waste Service Provider upon the County's approval of the Person's application for authorization to provide C&D Waste Collection and Disposal services in unincorporated Gwinnett County.
 - 1. An application for authorization shall be submitted to the County in a form prescribed by the County.
 - 2. The County shall approve all applications demonstrating compliance with the requirements of this Ordinance.
 - 3. Authorization to provide C&D Waste Collection and Disposal services shall be granted for a period of one calendar year, and may be renewed through re-application for authorization.
 - 4. Nothing in this Ordinance shall limit the number of authorized C&D Waste Service Providers within unincorporated Gwinnett County.
 - 5. Authorization to provide C&D Waste Collection and Disposal services constitutes the right to collect C&D Waste within unincorporated Gwinnett County. Multiple companies may be so authorized provided the requirements of this Ordinance are met.
 - 6. Authorization to provide C&D Waste Collection and Disposal service in unincorporated Gwinnett County is nontransferable.
 - ii. Upon authorization, the C&D Waste Service Provider shall maintain at its place of business books and records showing the Commercial Establishment Owner or Residential Service Unit Owner, business name, and address of each Commercial Establishment and/or the Residential Service Unit Owner and address that the C&D Waste Service Provider has privately contracted with for C&D Waste Collection and Disposal services including the street address for each property served. The C&D Waste Service Provider shall, upon request by the County, make such books and records available to the County for inspection

and/or submit to a financial audit by a certified public accountant or auditor employed by the County.

B. C&D Waste Services Regulatory Fee and Reporting Requirements.

i. Regulatory Fee.

1. A regulatory fee in an amount to be determined by the County shall be charged to the C&D Waste Service Provider per quarter for the provision of C&D Waste Collection and Disposal services.
2. The regulatory fee shall be due and payable to the County pursuant to the County's quarterly invoicing of the C&D Service Provider following its receipt at the time of submission of the reports described in this Ordinance.
3. The regulatory fee may not be identified as a separate charge on the C&D Service Provider's invoice to the Commercial Establishment or Residential Service Unit provided service.

ii. Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, each C&D Waste Service Provider authorized to provide C&D Waste Collection and Disposal service in unincorporated Gwinnett County shall submit to the County reports showing the following:

1. Gross collection, processing and disposal revenues and number of customers served during quarter by service type.
2. Tonnage figures showing total waste tonnage collected by service type.
3. Such other information as required by the County in the County's discretion.

XI. This Section Intentionally Reserved.

**XII. TERMINATION OF AUTHORIZATION TO PROVIDE
COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL
SERVICES OR C&D WASTE COLLECTION AND DISPOSAL
SERVICES.**

The County reserves the discretionary authority to terminate any authorization to provide Commercial Solid Waste Collection and Disposal service or C&D Waste Collection and Disposal service in the interest of the health, safety, or welfare of the citizens of the County.

XIII. EXEMPTIONS.

- A. This Ordinance shall not apply to any individual, corporation, partnership, or cooperative disposing of livestock feeding facility waste from facilities with a total capacity of up to 1,000 cattle or 5,000 swine. If such individual, corporation, partnership, or cooperative shall provide an approved waste disposal system which is capable of properly disposing of the runoff from a ten-year storm, such individual, corporation, partnership or cooperative shall be further exempt regardless of total per head capacity.
- B. Nothing in this Ordinance shall limit the right of any person to use poultry or other animal manure for fertilizer.
- C. Provisions of this Ordinance shall not apply to any Person not collecting and disposing of Residential Municipal Solid Waste, Commercial Solid Waste, or C&D Waste for a fee, but who is a holder of a valid solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources pursuant to Rules of Georgia Department of Natural Resources Environmental Protection Division 391-3-4-.02 and 391-3-4-.06 for disposal or onsite burial. Such disposal shall be governed by State Environmental Protection Division regulations and by the requirements of the current Gwinnett County development regulations.
- D. Composting by Residential Service Unit Owners is expressly permitted pursuant to this Ordinance.
- E. A Residential Service Unit Owner which holds a vacant structure permit or a boarding-up permit from Gwinnett County pursuant to Chapter 14, Article X, of the Gwinnett County Code of Ordinances shall be refunded or exempted from any Residential Service Fee for solid waste collection and disposal services during the period of time which the permit is valid. Should such vacant structure permit or boarding-up permit not be renewed, the County shall collect any due and owed Residential Service Fees through any billing process available.
- F. Residential properties with Agricultural-residence district zoning may apply for an exemption from the Residential Service Fee, provided the Residential Service Unit Owner provides proof that a service agreement with a Commercial Service Provider has been entered into to service the Residential Municipal Solid Waste collection needs of the property.
- G. Nothing in this Ordinance or in any service agreement shall limit the County's ability to procure additional services necessary to provide for removal, processing, recycling and/or disposal of solid wastes generated as a result of a natural or man-made disaster event.

XIV. PROHIBITED ACTS.

- A. It is prohibited for Residential Service Unit Owners to allow the continued, excessive and unsightly accumulation of Residential Municipal Solid Waste, Residential Recovered Materials, White Goods, Bulky Items and/or Yard Trimmings upon the Residential Service Unit Owner's or adjacent property or the public thoroughfares bounding upon Residential Service Unit Owner's property.
- B. No Residential Service Unit Owner shall willingly violate the requirements set forth in this Ordinance.
- C. No Commercial Establishment Owner shall willingly violate the requirements set forth in this Ordinance.
- D. No Residential Service Provider shall willingly violate the requirements applicable to Residential Service Providers set forth in this Ordinance.
- E. No Commercial Service Provider shall willingly violate the requirements applicable to Commercial Service Providers set forth in this Ordinance.
- F. No C&D Waste Service Provider shall willingly violate the requirements applicable to C&D Waste Service Providers set forth in this Ordinance.
- G. No Person shall willingly violate the requirements set forth in this Ordinance.
- H. No Residential Service Provider or Commercial Service Provider shall collect solid waste in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well-being as defined by the Rules of the Georgia Department of Natural Resources Environmental Protection Division, Chapter 391-3-4-04.
- I. No Residential Service Provider, Commercial Service Provider, or C&D Waste Service Provider shall collect solid waste until all insurance requirements contained in this Ordinance have been complied with and until certification from the carrier of such compliance satisfactory to the County as to form and content has been filed with the County.
- J. No solid waste may be disposed of by any Person in an open dump, nor may any Person cause, suffer, allow or permit open dumping on his property as defined by the Rules of the Georgia Department of Natural Resources Environmental Protection Division, Chapter 391-3-4-04.

- K. It shall be a violation of this Ordinance to place or cause to be placed for collection by a Residential Service Provider, Commercial Service Provider, or C&D Waste Service Provider any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.

XV. VIOLATIONS AND ENFORCEMENT.

- A. This Ordinance shall be enforced by any employee or representative designated by the County. Enforcement authority shall include the power to determine compliance with this Ordinance, to investigate complaints of violations of this Ordinance, and to pursue violations in the Gwinnett County Recorder's Court.
- B. The provisions of this Ordinance regarding the disposal or on-site burial of solid waste may be enforced by the Georgia Department of Natural Resources, Environmental Protection Division.
- C. Nothing in this Ordinance shall affect the ability of the County to pursue any remedies against a Residential Service Provider, Commercial Service Provider, or C&D Waste Service Provider available under local, state, or federal law.
- D. Nothing in this Ordinance shall affect the ability of the County to pursue the remedies available to it by virtue of its police powers.

XVI. FORFEITURE.

- A. **Material Breach.** In addition to all other rights and powers retained by the County under this Ordinance or otherwise, the County reserves the right to declare any resulting service agreement from this Ordinance forfeited and to terminate the service agreement and all rights and privileges of the Residential Service Provider hereunder in the event of a material breach of the terms and conditions hereof. A material breach by the Residential Service Provider shall include, but shall not be limited to, the following:
- i. **Telephone listings.** A failure to keep and maintain a local telephone listing and office or answering service that is available by phone without long distance charge during regular business hours for service to the public, and which telephone or office shall, at minimum, provide and maintain the following services:
 1. Coordinate and provide information concerning deposits, payments and accounts to customers and prospective customers;
 2. Respond to customer and prospective customer questions and issues about billings, accounts, deposits and services;
 3. Coordinate with the County with respect to private sector and public works projects and issues related to or affecting the Residential Service Provider's operation; and
 4. Respond immediately, upon request, to police, fire and other emergency situations in which the public health and safety requires action with respect to or assistance.
 - ii. **Failure to provide service.** A failure to materially provide the services provided for in this Ordinance;
 - iii. **Misrepresentation.** Any material misrepresentation of fact in the application for or negotiation of any service agreement resulting from this Ordinance; or
 - iv. **Conviction.** The conviction of any director, officer, employee, or agent of the Residential Service Provider of the offense of bribery or fraud connected with or resulting from the issuance of a service agreement under this Ordinance.
- B. **Operation information.** Any material misrepresentation of fact knowingly made to the County with respect to or regarding the Residential Service Provider's operations, management, revenues, services or reports required pursuant to this Ordinance.

- C. Economic hardship. The Residential Service Provider shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- D. Forfeiture and proceedings. Any unwarranted and intentional neglect, failure or refusal of the Residential Service Provider to comply with any material provision of this Ordinance or resulting service agreement within 30 days after written notice from County setting forth the specific provision and noncompliance, said notice to be mailed to Residential Service Provider at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Ordinance, and the County, upon notice to the Residential Service Provider and hearing, may, for good cause declare a service agreement forfeited and exclude the Residential Service Provider from further use of the County streets under this Ordinance, and the Residential Service Provider shall thereupon surrender all rights in and under this Ordinance and service agreement.
- i. Proceedings. In order for the County to declare a forfeiture pursuant to subsections (A) through (D) of this section, the County shall make a written demand that the Residential Service Provider comply with any such provision, rule, order, or determination under or pursuant to this Ordinance. If such violation by the Residential Service Provider continues for a period of 30 days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the County Board of Commissioners may take under consideration the issue of termination of the resulting service agreement issued under this Ordinance. The County shall cause to be served upon the Residential Service Provider, at least 20 days prior to the date of such Board of Commissioners' meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Board of Commissioners is to consider.
 - ii. Hearing. The Board of Commissioners shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Residential Service Provider has occurred.
 - iii. Forfeiture. If the Board of Commissioners shall determine that the violation by the Residential Service Provider was the fault of Residential Service Provider and within its control, the Board of Commissioners may declare the service agreement forfeited and terminated, or the Board of Commissioners may grant to the Residential Service Provider a period of time for compliance.

XVII. RECEIVERSHIP AND BANKRUPTCY.

The County shall have the right to cancel any service agreement resulting from this Ordinance 120 days after the appointment of a receiver or trustee to take over and conduct the business of the Residential Service Provider, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said 120 days, unless:

- A. Trustee compliance. Within 120 days after his or her election or appointment, such receiver trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; or
- B. Trustee agreement. Such receiver or trustee, within 120 days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance granted to the Residential Service Provider.

**XVIII. TRANSFER, SALE OR CONVEYANCE BY SERVICE PROVIDER
PROHIBITED; EXCEPTIONS.**

- A. A Residential Service Provider shall not transfer, assign, sell or convey any rights granted under any resulting service agreement issued under this Ordinance without the County's prior written approval.
- B. No authorization or right granted by the County to a Service Provider may be bought, sold, or conveyed to another party without the prior written approval of the County.
- C. This section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by the Residential Service Provider for the purpose of maintaining and continuing its operation within the County.

XIX. FORECLOSURE.

Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Residential Service Provider used for and dedicated to providing service pursuant to this Ordinance, the Residential Service Provider shall notify the County of such fact, and such notification shall be treated as a notification that a change in control of the Residential Service Provider has taken place and the provisions of this Ordinance governing the consent of the Board of Commissioners to such change in control of the Residential Service Provider shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part of the property and assets of the Residential Service Provider dedicated to and used for the purposes of providing service pursuant to this Ordinance, without the prior approval of the Board of Commissioners, the Board of Commissioners may, upon hearing and notice, terminate any service agreement issued under this Ordinance.

XX. SCAVENGING.

No person other than the owner thereof shall interfere with any container placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.

XXI. INDEMNIFICATION AND HOLD HARMLESS.

The Residential Service Provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Residential Service Provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the County shall give written notice thereof (the "claims notice") to the Residential Service Provider provided, however, that a failure to give such notice shall not prejudice the County's right to indemnification hereunder except to the extent that the Residential Service Provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the County when such information is available. The Residential Service Provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Residential Service Provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the County of its intent to do so, and the County shall cooperate, at the expense of the Residential Service Provider, in the compromise of, or defense against, such asserted claim. If the Residential Service Provider elects not to compromise or defend the asserted claim, fails to notify the County of its election as herein provided or contests its obligation to provide indemnification under this agreement, the County may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Residential Service Provider. Notwithstanding the foregoing, neither the Residential Service Provider nor the County shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the County and the Residential Service Provider may participate, at their own expense, in the defense of such asserted claim. If the Residential Service Provider chooses to defend any asserted claim, the County shall make available to the Residential Service Provider any books, records or other documents within its control that are necessary or appropriate for such defense.

XXII. PENALTIES.

Any person violating any provision of this Ordinance may, upon conviction, be punished by a fine for each offense and/or incarceration or community service not to exceed 60 days. Each day a violation occurs shall be considered a separate and distinct violation.

XXIII. SEVERABILITY.

If any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and to this end the provisions of this Ordinance are declared to be severable.

Ordinance Number: SWO2012-002
GCID Number: 2012-0710

XXIV.EFFECTIVE DATE.

This Ordinance shall be effective on January 1, 2013.

Appendix I

Residential Recovered Materials

The following items shall be recyclable at the curb in a single-stream manner:

1. Aluminum
2. Cardboard
3. Glass
4. Junk mail
5. Kraft paper
6. Magazines & Shopping Catalogues
7. Mixed paper
8. Newspaper
9. Other paper
10. Paperboard
11. Plastics #1: Soda and water bottles
12. Plastics #2: Milk jugs, juice bottles, butter and yogurt tubs
13. Plastics #3: Detergent and household cleaner containers, shampoo, and cooking oil bottles
14. Plastics #4: Squeezable bottles
15. Plastics #5: Syrup, ketchup, and medicine bottles, plastic caps, straws, and some yogurt containers
16. Plastics #6: Disposable plates and cups, egg cartons, aspirin bottles, CD cases
17. Plastics #7: Three and five-gallon water bottles, certain food containers
18. Steel